

BEFORE THE ARIZONA CORPORATIO

BECEIVED

2	WILLIAM A. MUNDEL	
3	Chairman JIM IRVIN	ORIGINAL 2002 JAM 18 P 3:
4	Commissioner MARC SPITZER	ONIONAL AU CORP COMMISSI AU MENT COMMIS
5	Commissioner	
6	In the matter of MICHAEL LYNN BILL	DOCKET NO. S-03460A-01-0000
7	d/b/a Arizona Viaticals Settlements) and Annuities	
8	5810 West Mescal Glendale, AZ 85034	
9	BENEFICIAL ASSISTANCE	
10	a/k/a Beneficial Assurance, Ltd. t/a Imtek Funding Corporation	
11	8003 Corporate Drive, Suite C Baltimore, MD 21236	
12	WILLIAM R. EVANS, CHTD	
13	8003 Corporate Drive, Suite C Baltimore, MD 21236	
14	RUTTENBERG & ASSOCIATES)))
15	INSURANCE MARKETING, INC.) d/b/a/ Viatical Center	Arizona Corporation Commission DOCKETED
16	1603 Visa Drive, Suite 3 Normal, IL 61761	JAN 1 8 2002
17	Respondents.)	DOCKETED BY
18		

RESPONDENT BENEFICIAL ASSISTANCE provides this short pretrial memorandum including proposed exhibits and witness lists. This matter involves claims that an independent contractor, Mr. Michael Bill, defrauded certain persons in connection with the sale of viatical settlement policies. For example, based on discussions with persons at the Securities Division of the Arizona Corporation Commission, the Commission apparently

alleges that Mr. Bill took funds on the pretense that viatical settlement policies or other investments would be purchased, when in fact such policies were never purchased.

Viatical settlements are life insurance policies that are purchased from terminally ill persons at a discount from face value, and resold to persons who collect the full face amount at death. Because terminally ill persons sometimes are cash-strapped and let policies lapse, the sale of viatical policies provides cash to a terminally ill person who needs it, and assurance that the policy will remain in force and be paid at death. The issue of whether viatical settlement contracts are "securities" was decided in Securities and Exchange Commission v. Life Partners, Inc., 87 F.3d 536 (D.C. Cir. 1996). In that case the Court held that viatical settlement policies, even in situations where the seller provided ongoing administrative services, were not securities. The return on a viatical settlement arises as a matter of course at death, and does not result from the independent efforts of other parties.

The Arizona courts generally follow federal precedents in these areas. The Arizona Supreme Court has ruled that at least with respect to the United States Supreme Court, "we will follow the reasoning of that court in interpreting sections of our statutes which are identical or similar to federal securities statutes." State v. Gunnison, 127 Ariz. 110, 112, 618 P.2d 604, 606-07 (1980). The Arizona Court of Appeals has also held that the definition of "security" in Arizona law is substantially similar to the definition under federal statutes. Nutek Information Systems, Inc. v. Arizona Corp. Comm'n, 194 Ariz. 104, 977 P.2d 826, 835 (1998).

The Arizona Court of Appeals in Siporin v. Carrington, 345 Ariz. Adv. Rep. 120, 23 P.2d 92 (Ariz. App. 2001), recently ruled that viatical settlements are securities, based in part on a statute passed by Arizona in 2000, which defined viatical settlements as securities and

established an exemption, subject to certain conditions, under which viatical settlements could be sold.

Before 2000, in particular when Beneficial was providing viatical settlement services, the applicable case precedent was <u>SEC v. Life Partners, Inc.</u>, 87 F.3d 536 (D.C. Cir. 1996), in which the Federal Circuit Court for the D.C. Circuit -- as noted above -- ruled that viatical settlements were not securities. Arizona law follows the federal securities act definitions generally in determining its own definitions of security and other terms under the state securities laws. <u>AKS Daks Communications</u>, Inc. v. Arizona Corp. Commission, 528 U.S. 932 (1999); Nutek Info. Systems, supra, 977 P.2d 826 (Ariz. App. 1998).

Until Arizona passed a statute in 2000, governing precedent confirmed that Arizona would rely on the federal securities precedents, which in turn held that viatical settlements were not securities. The legislature then passed a statute defining viatical settlements as securities, but further defined viatical settlements as "exempt" securities that can be sold without registration, subject to certain conditions. A.R.S. Section 44-1801.

Arizona's regulators in effect seek a retroactive change in the law, that ignores the <u>Life</u>

Partners decision, and allows no opportunity for any exemption from registration requirements as provided for by the legislature in its statutory enactment. Retroactive changes in the law by states raise constitutional issues of due process, and by attempting to change the law retroactively, Arizona violates the procedural due process rights of companies like Beneficial.

As to fraud allegations, Beneficial is not guilty of fraud, because Beneficial did not approve, and was not even aware of, any of the allegedly misleading literature at issue in this matter. Beneficial had no responsibility for such literature, and specifically instructed its

1	sales a	agents	not to use any literature not approved in writing by Beneficial Assistance.
2	Benefi	cial d	lid not approve the literature cited as a basis for fraud by the Corporation
3	Comm	ission	· •
4			WITNESSES
5		1.	Edwin C. Hirsch, President, Beneficial Financial Services, Inc., 8003 Corporate
6	Drive,	Baltin	nore, Maryland
7		2.	Benjamin Ruoti, 6408 West Muriel, Glendale, Arizona 85308
8		3.	Betty Ruoti, 6408 West Muriel, Glendale, Arizona 85308
9	4	4.	Lois Gulner, 13421 N. 43 rd Ave., Phoenix, Arizona 85029
10		5.	Betty Tetzlaff, 7040 W. Olive, Peoria, Arizona 85345
11			EXHIBITS
12		1.	Purchase Authorization Agreement with Ruoti Family Revocable Living Trust,
13	dated 8	Janua	ary 1999.
14		2.	Purchase Authorization Agreement with Benjamin Ruoti, dated 18 August 1998.
15	3	3.	Purchase Authorization Agreement with Benjamin Ruoti dated 18 January 1999.
16	4	4.	Purchase Authorization Agreement with Betty Ruoti Family dated 18 August
17	1999.		
18		5.	Purchase Authorization Agreement with Gulner Family Trust dated 22 June
19	1998.		
20		6.	Purchase Authorization Agreement with Betty J. Tetzlaff dated 4 December
21	1998.		
22		7.	Standard risk factor disclosure used by Beneficial Assistance.
23	8	8.	Producer Agreement
24			-4 -

1	
2	Respectfully submitted,
3	Who have a -
4	
5	/George/R/A/Doumar Dilworth Paxson PLLC
6	1200 19 th Street, N.W., Suite 210
7	Washington, D.C. 20036 (202) 452-0900
8	Fax: (202) 452-0930
9	Sames S. Rigberg (015267)
10	MARISCAL, WEEKS, MCINTYRE & FRIEDLANDER, P.A.
11	2901 North Central Avenue, Suite 200 Phoenix, Arizona 85012-2705
12	
13	Attorneys for Beneficial Assistance
1.1	CERTIFICATE OF SERVICE
14	
15	I hereby certify that on January 18, 2002, a copy of the foregoing pleading was served, by HAND
16	DELIVERY, on:
17	Sharon A. Fox, Esq. (by hand) Assistant Director, Enforcement
18	Arizona Corporation Commission Securities Division 1200 West Washington
19	Phoenix, Arizona 85007
20	Marc E. Stern (by hand) Administrative Law Judge
21	Arizona Corporation Commission Securities Division 1200 West Washington
22	Phoenix, Arizona 85007
23	



PURCHASE AUTHORIZATION AGREEMENT Viatical Settlement Plans

THIS AGREEMENT made (hereinafter "Agent"), 2111 V	this <u> </u>	day of January	19_ land 21224, and I	900 by and the following	d between BEN person (hereinal	EFICIAL ASSISTANCE
Name: Ructi Form	اجاكمن	matte Living Trust	Spouse Name:	-	28.72	
Address: 17662 7	_		DOB:	REC	14 1998	
City/State/Zip: Scin C	Hy A	2 85373	\$\$N:	JAN	1 4 1550	
Telephone Home: 602-	<u> 933-23</u>	391	Work:	BY:		<u> </u>
DOB: 3-23-2	3		Fax:			
SSN: 345-14	4-7.6	57				
WHEREAS, Agent is in the I		viatical settlements ar			al as Pri ncipal's	agent for identifying
WHEREAS, Principal desires A insurance policies and all relati			or the purpose of i	identifyling, qu	ralifying and pur	rchasing viaticated life
NOW THEREFORE WITNESS agree as follows:	NETIM that in	consideration of the n	nutual covenants (and promises	contained here	n, Principal and Agent
I. AUTHORIZATION. A. Pri as agent, for the purpose of ic viatical settlements in accorda these purchasing criteria and i	dentifying, quantity ince with the	ualifying, and purchasi purchasing criteria an	ng life insurance p d instructions set	policies and al forth below.	I related death I Principal hereby	benefits in the form of approves and adopts
B. The relationship between representatives is in any way as securities representative, invest be interpreted as the purchase	cting as an introduction of life insuring the contract of life ins	isurance agent, insuran ir, financial planner, leg ance on Principal or as	ce broker, insuran al advisor or tax a a security transac	ce representa dvisor. No tra tion.	tive, securities bansaction entere	roker, securities dealer, d into here under shall
II. PURCHASE CRITERIA AN		TIONS. A. Principal I				
CHARTERED, VIATICAL TRUST	ACCOUNT,	7542 Holabird Ave., Ba	iltimore, Maryland	3 21222.	0.3. dollars w	, verbuilding to Events,
B. Principal hereby agrees the meet or exceed the following	at Agent sha minimum ci	Ill act as Principal's age iteria and instructions:	ent in the negotian (Check desired/ap	tion and maki opropriate bo	ing of any viation (s).	al settlement(s) which
Amount of Purchase Policy(ies)	insured(s) m	CR Description of Speci lust be diagnosed term		,	•	its Return Amount
\$	First Avai	lable policy return	ning from 109	6 to 48%	\$	
\$(48	196 Return)	48 months; returning	(x 1.48)		\$	
\$(36	9% Return)	136 months; returning	(x 1.36)		\$	
\$(30	7% Return)	30 months; returning	(x 1.30)		\$	·
\$	1% Return)	24 months; returning	(x 1.24)		\$	
\$	39a Recum)	☐ 18 months; returning	(x 1.18)		\$	
\$ 40,000 no	2% Return)	12 months or less; ret	urning (x 1.10)		5 <u>44.a</u>	<u>~</u>
and said diag	gnosis must t	be from an Independer	nt medical review	ng physician (or team of physi	icians.
5 40,000		TOTALS			2 44 a	00
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INSTRUCTIONS

Purchase policy(les) issued by top rated insurance company.

Policy(ies) must be beyond 2-year contestability period and all Suicide waiting clauses must be fulfilled.

WILLIAM R. EVANS, CHARTERED, or a viatical company licensed by a state of the United States must be named as Owner of the life insurance policy(ies), in order to trace patient progress, monitor patient medical history, and upon maturity, file death claim(s). In the event a licensed viatical company is named owner, William R. Evans, Chartered shall be designated irrevocable beneficiary.

Purchaser must be named as beneficiary and William R. Evans, Chartered as actomey-in-fact to work directly with the insurance company on the Purchaser's behalf to file certified death certificate, all administrative and collection forms and remit check directly to purchaser or his administrator (qualified funds).

Trustee will pay insurance policy(ies) premiums until actual maturity(les) out of administration cost withdrawal(s) and/or the Special Trust Account.

Send purchaser within one week of each closing, the following Information:

- 1. Copy of Absolute Assignment and Beneficiary Change
- 2. Purchaser Summary Page including all the particulars of the settlement, independent medical review, insurance company financial profile, and additional closing documents where appropriate.

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Special Instruction(s)	4	Servento	ريىللەن	(ک) ب	distant	10.000	each policy	J
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- C. The following appointments and authorization shall not be construed to limit Principal's authorization.
- 1. Principal hereby appoints Agent to (a) enter into Funds Transfer Agreements and instructions to facilitate any viatical settlement entered into on behalf of Principal; (b) file, complete, and record any document(s) reflecting the assignment of benefits with the insurance carrier of any policy and/or death benefit purchased hereunder; and, (c) do any and all other actions on behalf of Principal which may be necessary to facilitate a viatical settlement.
- 2. Agent is authorized to instruct Trustee to release purchase funds upon the closing of each viatical settlement.
- 3. Agent is authorized to instruct Trustee to release administration costs, not to exceed 20% of purchase funds, from the purchase deposit at Agent's sole and exclusive discretion.
- 4. Trustee is hereby directed to and shall hereafter comply with any and all directives, requests, and/or instructions communicated to Trustee by Agent unless and until written instructions to the contrary are delivered by Principal to Trustee and Agent. Such written instructions are effective upon actual receipt of same by Trustee and Agent.
- D. The costs and fees for all services provided by Agent pursuant to this Agreement shall be complete and inclusive in the purchase deposit and Principal will not incur costs of any type beyond the amount of the purchase deposit hereir. Principal acknowledges that Agent does not make any representations as to what specific amounts will be accepted by any person on the selling side of any viatical settlement, nor as to the specific fee(s) assessed by Agent or by any supporting entity including but not limited to reviewing physicians, taboratories, attorneys and consultants, and/or legal and trust account costs.
- III. PRINCIPAL'S REPRESENTATIONS AND WARRANTIES. A. Principal represents and warrants:
- 1. That Principal is a bona fide resident of the state indicated above and resides at the address indicated above.
- 2. That all data and information provided by Principal in making this Agreement is true and correct.
- That the viatical settlement(s) purchased hereunder are being acquired by Principal solely for the personal ownership of Principal and not for resale, assignment, or distribution to others.
- 4. That Principal does not possess a direct or Indirect beneficial interest in any policy or policies purchased hereunder.

	for 1	and and seal the date first written above.	
1994 man	in P. Kurti (SEAL)	Bellet Kent	(SEAL)
		Beneficial Assistance	
•			
Mudual Bras	(SEAL)	Ву:	(SEAL)
COMPLETE THIS SECT	TON:		
	LIMITED POWER OF AT	TORNEY NON-TAX QUALIFIED FUNDS	.
This Limited Power of attorney may be termin	Attorney shall convey by Purchaser ated at any time by either party by	NO OTHER AUTHORITY other than as a Delivered Notice to that effect.	stated hereinafter. This power of
my true and lawful atto file, complete and recon or the purchased policy	mey for myself and in my place and d any document reflecting the trans (ies) and/or governmental agencies	tute and appoint Beneficial Assistance, its I stead, and my attorney-in-fact as aforesa fer of ownership and/or assignment of being transfer and insurance company to effect the payment insurance company to effect the payment.	sid is empowered to act for me to nefits with the insurance company ad further to complete and file all
I hereby ratify and affirm	n all that my attorney-in-fact has do	ne, shall do, or may cause to be done in	accordance with the foregoing.
1 Bania	mist. Ruoti	SQUALIR.	1. 1k/99
Principal	Date	Principal	Date
•	LIMITED POWER	OF ATTORNEY QUALIFIED FUNDS	
	torney shall convey by Purchaser No ninated at any time by either party t	O OTHER AUTHORITY OTHER THAN AS S by Delivered Notice to that effect.	TATED HEREINAFTER. This power
agents as my true and lifer me to file, complete company or the purchastile all necessary docum proceeds to me the ber	awful attorney for myself and in my and record any document reflecting sed policy(ies) and/or governmental nentation and administrative forms neficiary; due all actions which may the proceeds of any such policy(ie	DISTITUTE AND APPOINT Beneficial Assistable place and stead, and my attorney-in-fact the transfer of ownership and/or assignmagencies requiring notification of said traviting the insurance company to effect the necessary to complete the loan transist, to ensure that the note payable to in	as aforesaid is empowered to act tent of benefits with the insurance nafer and further to complete and the payment of the death benefit action documents from Beneficial
I hereby ratify and affirm	n all that my attorney-in-fact has do	me, shall do, or may cause to be done in	accordance with the foregoing.
Date			
		Principal	
		IRA Account #	
		ACHMENTS AND FINAL STEPS	
Non-Qualified Funds:	Purchase Authorization Agree	ement	
Qualified Funds:	Purchase Authorization Agree Check Payable to Third-Party	ement Administrator or Request for Funds Trans	der Form
	Check Payable to Third-Party Qualified Funds Documents	Commission of achieve to Laure flaus	nat i VIIII
		icial Assistance, 2111 Van Deman Street,	Baltimore, Maryland 21224
			32860

5. That Principal is sophisticated in financial matters, having either sought professional advice or access to professional advice; and possesses or has access to such knowledge, education and experience in matters related to finances, tax, taxation and business such that Principal is able to evaluate the consideration involved in making viatical settlements in accordance with Section Two - Purchasing Criteria and Instructions, and to make a diligent, comfortable, and informed decision with respect thereto.

- 6. That Principal has adequate means of providing for, and the sustaining of, Principal's current financial needs along with all possible and potential personal contingencies; that Principal has no need for liquidity of any purchase made hereunder; that Principal is able to bear the risk that the life span of the viator or one or more of the viatical settlements purchased hereby may exceed the estimated life expectancy as set forth herein; and that Principal is committing to a purchase or purchases hereby which bears a reasonable and prudent relationship to Principal's own net worth.
- 7. That by reason of Principal's business and financial experience, or that of those retained by Principal to advise Principal about such, Principal possesses the capacity to comprehend the purchase(s) authorized hereunder and to protect Principal with respect hereto.
- 8. That the purchase funds deposited pursuant to this Agreement are neither borrowed nor in any way anticipated to be needed during the maximum maturity term selected herein.
- B. Principal acknowledges that Agent has made available to Principal the opportunity to obtain additional information contained in the documents delivered to Principal and to evaluate the merits and risk factors associated with viatical settlements generally and as specified herein.
- C. INDEMNITY AND HOLD HARMLESS. PRINCIPAL FURTHER ACKNOWLEDGES THAT PRINCIPAL HAS READ THIS AGREEMENT AND CLEARLY UNDERSTANDS THE MEANING, DIMENSIONS, AND LEGAL CONSEQUENCES OF THE MEPRESENTATIONS AND WARRANTIES MADE HEREIN AND THEREFORE DOES HEREBY, FOR HIMSELF, HIS HEIRS, ASSIGNS, AND REPRESENTATIVES, INDEMNIFY AND HOLD HARMLESS AGENT AND AGENTS PRINCIPALS, AGENTS, REPRESENTATIVES, CONSULTANTS, EMPLOYEES, AND OTHERS ASSOCIATED WITH OR WORKING IN COOPERATION WITH AGENT PURSUANT TO THE AUTHORIZATION CONTAINED HEREIN, FROM ANY AND ALL DAMAGE AND/OR LIABILITY DUE TO OR ARISING OUT OF A BREACH OF ANY REPRESENTATIONS AND/OR WARRANTIES MADE HEREIN.
- IV. NOTICES. All notices required or permitted under this Agreament shall be in writing addressed to recipient as set forth herein or any change thereto noticed hereunder, and shall be deemed delivered upon receipt. Actual receipt shall be inferred when evidenced by Certificate of Mail. The addresses herein may be changed by notice consistent with this provision.
- w. NEADINGS. The headings inserted throughout this Agreement exist solely for convenience and shall not be construed as a part of this Agreement.
- VI. COVERNING LAW. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Maryland. In any dispute, the prevailing party, in addition to any other recovery, award or settlement, shall be entitled to reasonable costs and expenses, including attorneys fees, whether or not litigation is initiated.
- VIII. AUTHORITY TO ENTER INTO AND BINDING QUALITY OF AGREEMENT. This Agreement, the rights and obligations hereunder, shall inure to the benefit of and be binding upon the parties hereto as well as the successors-in-interest, heirs, assigns, executors and administrators, and representatives of the parties hereto. Each party represents and warrants that it or its representative has the requisite authority to enter into this Agreement.
- IX. RIGHT OF RECISION. PRINCIPAL SHALL HAVE THE UNQUALIFIED RIGHT TO RESCIND OR CANCEL THIS AGREEMENT, IN WHICH EVENT AGENT SHALL RETURN TO PRINCIPAL ALL FUNDS DEPOSITED PURSUANT TO THIS AGREEMENT LESS ANY PORTION OF THE PURCHASE DEPOSIT USED IN, OR NECESSARY TO, THE COMPLETION OF ANY VIATICAL SETTLEMENT CONDUCTED HEREUNDER. RIGHT TO RESCIND OR CANCEL TERMINATES AUTOMATICALLY UPON DESIGNATION OF PRINCIPAL AS IRREVOCABLE BENEFICIARY ON VIATICATED POLICY.

TO RESCIND OR CANCIL THIS AGREEMENT, PRINCIPAL SHALL DELIVER WRITTEN NOTICE OF THE RESCISSION OR CANCELLATION TO AGENT, WHICH NOTICE SHALL BE EFFECTIVE UPON ACTUAL RECEIPT OF SAME BY AGENT. AGENT SHALL HAVE A REASONABLE TIME THEREAFTER TO MAKE AN ACCOUNTING AND BETURN ANY MONIES DUE TO PRINCIPAL.



PURCHASE AUTHORIZATION AGREEMENT Viatical Settlement 969

	A Al.	
lame: Benjamin F. Ruoti		
ddress: 6408 West Muriel	DOB:	
ity/State/Zip: Glendale, AZ (R5308 SSN:	
elephone Home: <u>602-547-185</u>	58 Work:	AUG 2 5 1998
O8: _03-23-23	Fax:	RY: SOF
sn: <u>345-14-7657</u>	RECITALS	
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ENSTRUCTIONS

Purchase policy(ies) issued by top rated insurance company.

Policy(ies) must be beyond 2-year contestability period and all Suicide waiting clauses must be fulfilled.

WILLIAM R. EVANS, CHARTERED, or a viatical company licensed by a state of the United States must be named as Owner of the life insurance policy(ies), in order to trace patient progress, monitor patient medical history, and upon maturity, file death claim(s). In the event a licensed viatical company is named owner, William R. Evans, Charcered shall be designated irrevocable beneficiary.

Purchaser must be named as beneficiary and William R. Evans, Chartered as attorney-in-fact to work directly with the insurance company on the Purchaser's behalf to file certified death certificate, all administrative and collection forms and remit check directly to purchaser or his administrator (qualified funds).

Trustee will pay insurance policyles) premiums until actual maturity(ies) out of administration cost withdrawal(s) and/or the Special Trust Account,

Send purchaser within one week of each closing, the following information:

- 1. Copy of Absolute Assignment and Beneficiary Change
- 2. Purchaser Summary Page including all the particulars of the settlement, independent medical review, insurance company financial profile, and additional closing documents where appropriate.

a	Special Instruction(s)	 · ` `	·	<i>.</i> ·	•	·	
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- C. The following appointments and authorization shall not be construed to limit Principal's authorization.
- 1. Principal hereby appoints Agent to (a) enter into Funds Transfer Agreements and instructions to facilitate any viatical settlement entered into on behalf of Principal; (b) file, complete, and record any document(s) reflecting the assignment of benefits with the insurance carrier of any policy and/or death benefit purchased hereunder; and, (c) do any and all other actions on behalf of Principal which may be necessary to facilitate a viatical settlement.
- 2. Agent is authorized to instruct Trustee to release purchase funds upon the closing of each viatical settlement.
- 3. Agent is authorized to instruct Trustee to release administration costs, not to exceed 20% of purchase funds, from the purchase deposit at Agent's sole and exclusive discretion.
- 4. Trustee is hereby directed to and shall hereafter comply with any and all directives, requests, and/or instructions communicated to Trustee by Agent unless and until written instructions to the contrary are delivered by Principal to Trustee and Agent. Such written instructions are effective upon actual receipt of same by Trustee and Agent.
- D. The costs and fees for all services provided by Agent pursuant to this Agreement shall be complete and inclusive in the purchase deposit and Principal will not incur costs of any type beyond the amount of the purchase deposit herein, Principal acknowledges that Agent does not make any representations as to what specific amounts will be accepted by any person on the selling side of any viatical settlement, nor as to the specific fee(s) assessed by Agent or by any supporting entity including but not limited to reviewing physicians, laboratories, altorneys and consultants, and/or legal and trust account costs.
- BI. PRINCIPAL'S REPRESENTATIONS AND WARRANTIES. A. Principal represents and warrants:
- 1. That Principal is a bona fide resident of the state indicated above and resides at the address indicated above.
- 2. That all data and information provided by Principal in making this Agreement is true and correct.
- That the viatical settlement(s) purchased hereunder are being acquired by Principal solely for the personal ownership of Principal and not for resale, assignment, or distribution to others.
- 4. That Principal does not possess a direct or indirect beneficial interest in any policy or policies purchased hereunder.

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- 5. That Principal is sophisticated in financial matters, having either sought professional advice or access to professional advice; and possesses or has access to such knowledge, education and experience in matters related to finances, tax, taxation and business such that Principal is able to evaluate the consideration involved in making viatical settlements in accordance with Section Two Purchasing Criteria and instructions, and to make a diligent, comfortable, and informed decision with respect thereto.
- 6. That Principal has adequate means of providing for, and the sustaining of, Principal's current financial needs along with all possible and potential personal contingencies; that Principal has no need for liquidity of any purchase made hereunder; that Principal is able to bear the risk that the life span of the viator or one or more of the viatical settlements purchased hereby may exceed the estimated life expectancy as set forth herein; and that Principal is committing to a purchase or purchases hereby which bears a reasonable and prudent relationship to Principal's own net worth.
- 7. That by reason of Principal's business and financial experience, or that of those retained by Principal to advise Principal about such. Principal possesses the capacity to comprehend the purchase(s) authorized hereunder and to protect Principal with respect hereto.
- 8. That the purchase funds deposited pursuant to this Agreement are neither borrowed nor in any way anticipated to be needed during the maximum maturity term selected herein.
- B. Principal acknowledges that Agent has made available to Principal the opportunity to obtain additional information contained in the documents delivered to Principal and to available the merits and risk factors associated with viatical settlements generally and as specified herein.
- C. INDEMNITY AND HOLD HARMLESS. PRINCIPAL FURTHER ACKNOWLEDGES THAT PRINCIPAL HAS READ THIS AGREEMENT AND CLEARLY UNDERSTANDS THE MEANING, DIMENSIONS, AND LEGAL CONSEQUENCES OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND THEREFORE DOES HEREBY, FOR HIMSELF, HIS HEIRS, ASSIGNS, AND REPRESENTATIVES, INDEMNIFY AND HOLD HARMLESS AGENT AND AGENTS PRINCIPALS, AGENTS, REPRESENTATIVES, CONSULTANTS, EMPLOYEES, AND OTHERS ASSOCIATED WITH OR WORKING IN COOPERATION WITH AGENT PURSUANT TO THE AUTHORIZATION CONTAINED HEREIN, FROM ANY AND ALL DAMAGE AND/OR LIABILITY DUE TO OR ARISING OUT OF A BREACH OF ANY REPRESENTATIONS AND/OR WARRANTIES MADE HEREIN.
- IV. NOTICES. All notices required or permitted under this Agreement shall be in writing addressed to recipient as set forth herein or any change thereto noticed hereunder, and shall be deemed delivered upon receipt. Actual receipt shall be inferred when evidenced by Certificate of Mail. The addresses herein may be changed by notice consistent with this provision.
- V. HEADINGS. The headings inserted throughout this Agreement exist solely for convenience and shall not be construed as a part of this Agreement.
- VI. GOVERNING LAW. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Maryland. In any dispute, the prevailing party, in addition to any other recovery, award or settlement, shall be entitled to reasonable costs and expenses, including attorneys fees, whether or not litigation is initiated.
- VII. AUTHORITY TO ENTER INTO AND BINDING QUALITY OF AGREEMENT. This Agreement, the rights and obligations hereunder, shall inune to the benefit of and be binding upon the parties hereto as well as the successors-in-interest, heirs, assigns, executors and administrators, and representatives of the parties hereto. Each party represents and warrants that it or its representative has the requisite authority to enter into this Agreement.
- IX. RIGHT OF RECISION. PRINCIPAL SHALL HAVE THE UNQUALIFIED RIGHT TO RESCIND OR CANCEL THIS AGREEMENT, IN WHICH EVENT AGENT SHALL RETURN TO PRINCIPAL ALL FUNDS DEPOSITED PURSUANT TO THIS AGREEMENT LESS ANY PORTION OF THE PURCHASE DEPOSIT USED IN. OR NECESSARY TO, THE COMPLETION OF ANY VIATICAL SETTLEMENT CONDUCTED HEREUNDER. RIGHT TO RESCIND OR CANCEL TERMINATES AUTOMATICALLY UPON DESIGNATION OF PRINCIPAL AS IMPREVOCABLE MEMERICIARY ON VIATICATED POLICY.
- TO RESCIND OR CANCEL THIS AGREEMENT, PRINCIPAL SHALL DELIVER WRITTEN NOTICE OF THE RESCISSION OR CANCELLATION TO AGENT. WHICH NOTICE SHALL BE EFFECTIVE UPON ACTUAL RECEIPT OF SAME BY AGENT. AGENT SHALL HAVE A REASONABLE TIME THEREAFTER TO MAKE AN ACCOUNTING AND RETURN ANY MONIES DUE TO PRINCIPAL.



PURCHASE AUTHORIZATION AGREEMENT Viatical Settlement 7/693

THIS AGREEMENT (hereinafter "Agent"),						- •				
					Betty					
Address: 6408 We	st Muriel		DO8:	12-17	-25					
City/State/Zip:G1	endale. AZ	85308	SSN:	361-1	4-0688		RE	CEI	VEL	ī
Telephone Home: 6	02-547-1858		Work:	_N/A_	·		B	JG25	1998 -] .
DOB:03	-23-23		Fax:	N/A			Br. (20		_
SSN: 345-14-76	57						(4
WHEREAS, Agent is qualifying, and purcha	in the business ousing viaticated life	of viatical settlements e insurance policies and	RECITALS and desired all related	s to rep death b	resent Prin enefits; and	cipal a	s Princip	al's agen	nt for iden	itifying
WHEREAS, Principal of insurance policies and	desires Agent to se all related death I	erve as Principal's agent benefits.	t for the pu	rpose of	identifying	, qualif	ying and	purchasi	ing viatica	ited life
NOW THEREFORE Wagree as follows:	ITNESSETH that	in consideration of the	e mutual co	venants	and promi	ses cor	italned h	erein, Pri	ncipal and	! Agent
as agent, for the purp viatical settlements in	ose of Identifying, accordance with t	eby agrees that Agent s qualifying, and purch the purchasing criteria is as the criteria and ins	asing life in and instruc	surance ; tions set	policies and forth below	d all re w. Prit	lated de	ith benef	ics in the roves and	form of adopts
representatives is in an	y way acting as an	il and Agent herein is insurance agent, insur	rance broke	r, insurar	ice represe	ntative	, securiti	es broker,	securities	dealer,
representatives is in an securities representative be interpreted as the part of the part	y way acting as an ine, investment adviourchase of life ins ERIA AND INSTRICTED (\$ 30,) TRUST ACCOUNTING TRUST ACCOUNTING TRUST ACCOUNTING TRUST AGENT 18	il and Agent herein Is in insurance agent, insur isor, financial planner, lurance on Principal or UCTIONS. A. Principal St., via che T., 7542 Holabird Ave., shall act as Principal's a criteria and instruction	rance broke legal adviso as a securit al hereby ag eck or mor Baltimore, agent in the	r, insurar r or tax a y transac grees to c ney orde Maryland r negotia	nce represe ndvisor. No ition. deposit the or payable d 21222. tion and n	sum o in U.:	, securitication en f <u>This</u> 5. dollar	es broker, tered into	securities here und x152nd LIAM R.	dealer, ler shall
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INSTRUCTIONS

Purchase policy(ies) issued by top rated insurance company.

Policy(les) must be beyond 2-year contestability period and all Suicide waiting clauses must be fulfilled.

WILLIAM R. EVANS, CHARTERED, or a viatical company licensed by a state of the United States must be named as Owner of the Itle Insurance policy(ies), in order to trace patient progress, monitor patient medical history, and upon maturity, file death claim(s). In the event a licensed viatical company is named owner, William R. Evans, Chartered shall be designated irrevocable beneficiary.

Furchaser must be named as beneficiary and William R. Evens, Chartered as attorney-in-fact to work directly with the insurance company on the Furchaser's behalf to file certified death certificate, all administrative and collection forms and remit check directly to purchaser or his administrative (qualified funds).

Trustee will pay insurance policy(les) premiums until actual maturity(ies) out of administration cost withdrawal(s) and/or the Special Trust Account.

Send purchaser within one week of each closing, the following information:

- 1. Copy of Absolute Assignment and Beneficiary Change
- Purchaser Summary Page including all the particulars of the settlement, independent medical review, insurance company financial profile, and additional closing documents where appropriate.
- of Special Instruction(s) Total amount invested \$30,803 to be equally divided between
 - 3 seperate policies
- C. The following appointments and authorization shall not be construed to limit Principal's authorization.
- 1. Principal hereby appoints Agent to (a) enter into Funds Transfer Agreements and instructions to facilitate any viatical settlement entered into on behalf of Principal; (b) file, complete, and record any document(s) reflecting the assignment of benefits with the insurance carrier of any policy and/or death benefit purchased hereunder; and, (c) do any and all other actions on behalf of Principal which may be necessary to facilitate a viatical settlement.
- 2. Agent is authorized to instruct Trustee to release purchase funds upon the closing of each viatical settlement.
- 3. Agent is authorized to instruct Trustee to release administration costs, not to exceed 20% of purchase funds, from the purchase deposit at Agent's sole and exclusive discretion.
- 4. Trustee is hereby directed to and shall hereafter comply with any and all directives, requests, and/or instructions communicated to Trustee by Agent unless and until written instructions to the contrary are delivered by Principal to Trustee and Agent. Such written instructions are effective upon actual receipt of same by Trustee and Agent.
- D. The costs and fees for all services provided by Agent pursuant to this Agreement shall be complete and inclusive in the purchase deposit and Principal will not incur costs of any type beyond the amount of the purchase deposit herein, Principal acknowledges that Agent does not make any representations as to what specific amounts will be accepted by any person on the selling side of any viatical settlement, nor as to the specific fee(s) assessed by Agent or by any supporting entity including but not limited to reviewing physicians, laboratories, attorneys and consultants, and/or legal and trust account costs.
- III. PRINCIPAL'S REPRESENTATIONS AND WARRANTIES. A. Principal represents and warrants:
- 1. That Principal is a bona fide resident of the state indicated above and resides at the address indicated above.
- 2. That all data and information provided by Principal in making this Agreement is true and correct.
- 3. That the viatical settlement(s) purchased hereunder are being acquired by Principal solely for the personal ownership of Principal and not for resale, assignment, or distribution to others.
- 4. That Principal does not possess a direct or indirect beneficial interest in any policy or policies purchased hereunder.

Non-Qualified Funds:

1. Purchase Authorization Agreement

Qualified Funds:

- 1. Purchase Authorization Agreement
- 2. Check Payable to Third-Party Administrator or Request for Funds Transfer Form
- 3. Qualified Funds Documents
- 4. Send via Overnight to Beneficial Assistance, 2111 Van Deman Street. Baltimore, Maryland 27224

- 5. That Principal is sophisticated in financial matters, having either sought professional advice or access to professional advice; and possesses or has access to such knowledge, education and experience in matters related to finances, tax, taxation, and business such that Principal is able to evaluate the consideration involved in making viatical settlements in accordance with Section Two-Purchasing Criteria and Instructions, and to make a diligent, comfortable, and informed decision with respect thereto.
- 6. That Principal has adequate means of providing for, and the sustaining of, Principal's current financial needs along with all possible and potential personal contingencies; that Principal has no need for liquidity of any purchase made hereunder; that Principal is able to bear the risk that the life span of the viator or one or more of the viatical settlements purchased hereby may exceed the estimated life expectancy as set forth herein; and that Principal is committing to a purchase or purchases hereby which bears a reasonable and prudent relationship to Principal's own net worth.
- 7. That by reason of Principal's business and financial experience, or that of those retained by Principal to advise Principal about such, Principal possesses the capacity to comprehend the purchase(s) authorized hereunder and to protect Principal with respect hereto.
- 8. That the purchase funds deposited pursuant to this Agreement are neither borrowed nor in any way anticipated to be needed during the maximum maturity term selected herein.
- B. Principal acknowledges that Agent has made available to Principal the opportunity to obtain additional information contained in the documents delivered to Principal and to evaluate the merits and risk factors associated with viatical settlements generally and as specified herein.
- C. INDEMNITY AND HOLD HARMLESS. PRINCIPAL FURTHER ACKNOWLEDGES THAT PRINCIPAL HAS READ THIS AGREEMENT AND CLEARLY LINDERSTANDS THE MEANING, DIMENSIONS, AND LEGAL CONSEQUENCES OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND THEREFORE DOES HEREBY, FOR HIMSELF, HIS HEIRS, ASSIGNS, AND REPRESENTATIVES, INDEMNIFY AND HOLD HARMLESS AGENT AND AGENTS PRINCIPALS, AGENTS, REPRESENTATIVES, CONSULTANTS, EMPLOYEES, AND OTHERS ASSOCIATED WITH OR WORKING IN COOPERATION WITH AGENT PURSUANT TO THE AUTHORIZATION CONTAINED HEREIN, FROM ANY AND ALL DAMAGE AND/OR LIABILITY DUE TO OR ARISING OUT OF A BREACH OF ANY REPRESENTATIONS AND/OR WARRANTIES MADE HEREIN.
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- V. HEADINGS. The headings inserted throughout this Agreement exist solely for convenience and shall not be construed as a part of this Agreement.
- VI. GOVERNING LAW. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Maryland. In any dispute, the prevailing party, in addition to any other recovery, award or settlement, shall be entitled to reasonable costs and expenses, including attorneys fees, whether or not Etigation is Initiated.
- VIII. AUTHORITY TO ENTER INTO AND BINDING QUALITY OF AGREEMENT. This Agreement, the rights and obligations hereunder, shall inure to the benefit of and be binding upon the parties hereto as well as the successors-in-interest, helrs, assigns, executors and administrators, and representatives of the parties hereto. Each party represents and warrants that it or its representative has the requisite authority to enter into this Agreement.
- IX. RIGHT OF RECISION. PRINCIPAL SHALL HAVE THE UNQUALIFIED RIGHT TO RESCIND OR CANCEL THIS AGREEMENT, IN WHICH EVENT AGENT SHALL RETURN TO PRINCIPAL ALL FUNDS DEPOSITED PURSUANT TO THIS AGREEMENT LESS ANY PORTION OF THE PURCHASE DEPOSIT USED IN, OR NECESSARY TO, THE COMPLETION OF ANY VIATICAL SETTLEMENT CONDUCTED HEREUNDER. RIGHT TO RESCIND OR CANCEL TERMINATES AUTOMATICALLY UPON DESIGNATION OF PRINCIPAL AS IRREVOCABLE BENEFICIARY ON VIATICATED POLICY.

TO RESCIND OR CANCEL THIS AGREEMENT, PRINCIPAL SHALL DELIVER WRITTEN NOTICE OF THE RESCISSION OR CANCELLATION TO AGENT, WHICH NOTICE SHALL BE EFFECTIVE UPON ACTUAL RECEIPT OF SAME BY AGENT. AGENT SHALL HAVE A REASONABLE TIME THEREAFTER TO MAKE AN ACCOUNTING AND RETURN ANY MONIES DUE TO PRINCIPAL.

); ;



PURCHASE AUTHORIZATION AGREEMENT Viatical Settlement

THIS AGI	REEMENT made this <u>18</u> r "Agent"), 2111 Van Deman	day of <u>August</u> Street, Baltimore, Man	191919191919	<u>gg</u> by ar	person thereins	WEFICIAL ASSIS	TANCE
Name:	Betty T. Ruoti		Spoute Name:		12		
Address:	6408 West Muriel		DO5:		X X	ਬ	
City/State/	Zip: _Glendale, AZ _8	5308	SSN:	966	\$ 8 90V		
Telephone	Home: 602-547-1858		Work:			-	
DOB:	12-17-25		Fex:				
SSN:	361-1.4-0688						
qualifying,	, Agent is in the business or and purchasing viaticated life	f viatical settlements a insurance policies and a	A related death be	enefits; and	•		
	, Principal desires Agent to se policies and all related death t		or the purpose of i	identifying, q	ualitying and pl	rrchasing viatica	ited life
NOW THE	REFORE WITNESSEYH that llows:	in consideration of the r	nutual covenants a	and promises	contained here	rin, Principal and	l Agent
as agent, for viatical sett	RIZATION. A. Principal here or the purpose of identifying, lements in accordance with the basing criteria and instructions	qualifying, and purchasi he purchasing criteria ar	ing life insurance p nd instructions set	policies and a forth below.	II related death Principal hereb	benefits in the 1 y approves and	form of adopts
representat securities re	elationship between Principal tves is in any way acting as an presentative, investment advi ted as the purchase of life ins	insurance agent, insurar isor, financial planner, leg	nce broker, insuran pal advisor or tax a	ce representa dvisor. No tr	itive, securities t	proker, securities	dealer,
II. PURCH	ASE CRITERIA AND INSTRI	UCTIONS. A. Principal	hereby agrees to d	ieposit the su	m of 519256	thousand	
two hun	dred sistu-eight 8, VIATICAL TRUST ACCOUNT	, <u>268</u>), via checi T, 7542 Holabird Ave., 8:	k or money order altimore, Maryland	r payable in I 21222.	U.S. dollars to	b WILLIAM R. I	EVANS,
B. Principa meet or exc	ol hereby agrees that Agent s ceed the following minimum	hall act as Principal's age criteria and instructions:	ent in the negotiat (Check desired/ap	tion and mak opropriate bo	ing of any vietic x(s).	cal settlement(s)	which
Amount	of Purchase Policy(ies)' insured(s)	Description of Spec must be diagnosed tem	• • •		•	fits Return Amo n of	unt
\$		nilable policy return	ning from 10%	6 to 48%	\$		
\$	(48% Return)	☐ 48 months; returning	(x 1,48)		\$		
\$	(36% Return)	36 months; returning	(x 1.36)		\$		
\$	(30% Return)	30 months; returning	(x 1.30)		\$		
\$ <u>8,26</u>	(24% Return)	24 months; returning	(x 1.24)		\$ 10,252		
\$	(18% Return)	(3 18 months; returning	(x 1.18)	•	\$		
\$	(1.0% Return)	☐ 12 months or less; ret	uming (x 1.10)		\$		
	and said diagnosis mus	t be from an independer	nt medical reviewir	ng physician (or team of phys	icians.	
\$ 8,26	- .	TOTALS			\$ 10,25	_	

INSTRUCTIONS

Purchase policy(ies) issued by top rated insurance company.

Policy(les) must be beyond 2-year contestability period and all Suidde waiting clauses must be fulfilled.

WILLIAM R. EVANS, CHARTERED, or a viatical company licensed by a state of the United States must be named as Owner of the life insurance policy(ies), in order to trace patient progress, monitor patient medical history, and upon maturity, file death claim(s). In the event a licensed viatical company is named owner, William R. Evans, Chartered shall be designated irrevocable beneficiary.

Purchaser must be named as beneficiary and William R. Evens, Chartered as extorney-in-fact so work directly with the insurance company on the Purchaser's behalf to file certified death certificate, all administrative and collection forms and remit check directly to purchaser or his administrator (qualified funds).

Trustee will pay insurance policy(les) premiums until actual maturity(les) out of administration cost withdrawal(s) and/or the Special Trust Account.

Send purchaser within one week of each closing, the following information:

- 1. Copy of Absolute Assignment and Beneficiary Change
- 2. Purchaser Summary Page including all the particulars of the settlement, independent medical review, insurance company financial profile, and additional closing documents where appropriate.

0	Special Instruction(a)		 	
		.•		

- C. The following appointments and authorization shall not be construed to limit Principal's authorization.
- 1. Principal hereby appoints Agent to (a) enter into Funds Transfer Agreements and instructions to facilitate any viatical settlement entered into on behalf of Principal; (b) file, complete, and record any document(s) reflecting the assignment of benefits with the insurance carrier of any policy and/or death benefit purchased hereunder, and, (c) do any and all other actions on behalf of Principal which may be necessary to facilitate a viatical settlement.
- 2. Agent is authorized to instruct Trustee to release purchase funds upon the closing of each viatical settlement.
- 3. Agent is authorized to instruct Trustee to release administration costs, not to exceed 20% of purchase funds, from the purchase deposit at Agent's sole and exclusive discretion.
- 4. Trustee is hereby directed to and shall hereafter comply with any and all directives, requests, and/or instructions communicated to Trustee by Agent unless and until written instructions to the contrary are delivered by Principal to Trustee and Agent. Such written instructions are effective upon actual receipt of same by Trustee and Agent.
- D. The costs and fees for all services provided by Agent pursuant to this Agreement shall be complete and inclusive in the purchase deposit and Principal will not incur costs of any type beyond the amount of the purchase deposit herein, Principal acknowledges that Agent does not make any representations as to what specific amounts will be accepted by any person on the selling side of any viatical settlement, nor as to the specific fee(s) assessed by Agent or by any supporting entity including but not limited to reviewing physicians, laboratories, actomers and consultants, and/or legal and trust account costs.

III. PRINCIPAL'S REPRESENTATIONS AND WARRANTIES. A. Frincipal represents and warrants:

- 1. That Principal is a bona fide resident of the state indicated above and resides at the address indicated above.
- 2. That all data and information provided by Principal in making this Agreement is true and correct.
- That the virtical settlement(s) purchased hereunder are being acquired by Principal solely for the personal ownership of Principal and not for resale, assignment, or distribution to others.
- 4. That Principal does not possess a direct or indirect beneficial interest in any policy or policies purchased hereunder.

, .	(Kare (SEAL)	Frincipal	(SEAL)
Muchael	(3-0Q (SEAL)	Beneficial Assistance By US Obu	(SEAL)
COMPLETE THIS SEC	TION:		
	LIMITED POWER OF	ATTORNEY HON-TAX QUALIFIED FUNDS	
This Limited Power of attorney may be termin	Attorney shall convey by Purcha nated at any time by either party	ser NO OTHER AUTHORITY other than as stated by Delivered Notice to that effect.	hereinafter. This power
my true and lawful atto file, complete and recor or the purchased policy necessary documentation me the beneficiary.	arney for myself and in my place and any document reflecting the transport and/or governmental agentical and administrative forms with	stitute and appoint Beneficial Assistance, its office and stead, and my attorney-in-fact as aforesaid is a safer of ownership and/or assignment of benefits cles requiring notification of said transfer and furtithe insurance company to effect the payment of the done, shall do, or may cause to be done in accordance, shall do, or may cause to be done in accordance.	empowered to act for me to with the insurance comparther to complete and file a me death benefit proceeds to the second s
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	LIMITED POWE	R OF ATTORNEY QUALIFIED FUNDS	
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- 5. That Principal is suphisticated in financial matters, having either sought professional advice or access to professional advice; and possesses or has access to such knowledge, education and experience in matters related to finances, tax, taxation, and business such that Principal is able to evaluate the consideration involved in making viatical settlements in accordance with Section Two Purchasing Criteria and Instructions, and to make a diligent, comfortable, and informed decision with respect thereto.
- 6. That Principal has adequate means of providing for, and the sustaining of, Principal's current financial needs along with all possible and potential personal contingencies; that Principal has no need for liquidity of any purchase made hereunder; that Principal is able to bear the risk that the life span of the viator or one or more of the viatical settlements purchased hereby may exceed the estimated life expectancy as set forth herein; and that Principal is committing to a purchase or purchases hereby which bears a reasonable and prudent relationship to Principal's own net worth.
- 7. That by reason of Principal's business and financial experience, or that of those retained by Principal to advise Principal about such, Principal possesses the capacity to comprehend the purchase(s) authorized hereunder and to protect Principal with respect hereto.
- 8. That the purchase funds deposited pursuant to this Agreement are neither borrowed nor in any way anticipated to be needed during the maximum maturity term selected herein.
- 8. Principal acknowledges that Agent has made available to Principal the opportunity to obtain additional information contained in the documents delivered to Principal and to evaluate the merits and risk factors associated with viatical settlements generally and as specified herein.
- C. INDEMNITY AND HOLD HARMLESS. PRINCIPAL FURTHER ACKNOWLEDGES THAT PRINCIPAL HAS READ THIS AGREEMENT AND CLEARLY UNDERSTANDS THE MEANING, DIMENSIONS, AND LEGAL CONSEQUENCES OF THE BEPRESENTATIONS AND WARRANTIES MADE HEREIN AND THEREFORE DOES HEREBY, FOR HIMSELF, HIS HEIRS, ASSIGNS, AND REPRESENTATIVES, INDEMNIFY AND HOLD HARMLESS AGENT AND AGENTS PRINCIPALS, AGENTS, REPRESENTATIVES, CONSULTANTS. EMPLOYEES, AND OTHERS ASSOCIATED WITH OR WORKING IN COOPERATION WITH AGENT PURSUANT TO THE AUTHORIZATION CONTAINED HEREIN, FROM ANY AND ALL DAMAGE AND/OR LIABILITY DUE TO OR ARISING OUT OF A BREACH OF ANY REPRESENTATIONS AND/OR WARRANTIES MADE HEREIN.
- IV. NOTICES. All notices required or permitted under this Agreement shall be in writing addressed to recipient as set forth herein or any change thereto noticed hereunder, and shall be deemed delivered upon receipt. Actual receipt shall be inferred when evidenced by Certificate of Mall. The addresses herein may be changed by notice consistent with this provision.
- V. HEADINGS. The headings inserted throughout this Agreement exist solely for convenience and shall not be construed as a part of this Agreement.
- VI. COVERNING LAW. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Maryland. In any dispute, the prevailing party, in addition to any other recovery, award or settlement, shall be entitled to reasonable costs and expenses, including attorneys fees, whether or not litigation is initiated.
- VIII. AUTHORITY TO ENTER INTO AND BINDING QUALITY OF AGREEMENT. This Agreement, the rights and obligations hereunder, shall inure to the benefit of and be binding upon the parties hereto as well as the successors-in-interest, heirs, assigns, executors and administrators, and representatives of the parties hereto. Each party represents and warrants that it or its representative has the requisite authority to enter into this Agreement.
- IX. RIGHT OF RECISION. PRINCIPAL SHALL HAVE THE UNQUALIFIED RIGHT TO RESCIND OR CANCEL THIS AGREEMENT, IN WHICH EVENT AGENT SHALL RETURN TO PRINCIPAL ALL FUNDS DEPOSITED PURSUANT TO THIS AGREEMENT LESS ANY PORTION OF THE PURCHASE DEPOSIT USED IN, OR NECESSARY TO, THE COMPLETION OF ANY VIATICAL SETTLEMENT CONDUCTED HEREUNDER. RIGHT TO RESCIND OR CANCEL TERMINATES AUTOMATICALLY UPON DESIGNATION OF PRINCIPAL AS INDEVOCABLE BENEFICIARY ON VIATICATED POLICY.

TO RESCIND OR CANCEL THIS AGREEMENT, PRINCIPAL SHALL DELIVER WIETTEN MOTICE OF THE RESCISSION OR CANCELLATION TO AGENT, WHICH NOTICE SHALL BE EFFECTIVE UPON ACTUAL RECEIPT OF SAME BY AGENT. AGENT SHALL HAVE A REASONABLE TIME THEREAFTER TO MAKE AN ACCOUNTING AND RETURN ANY MONIES DUE TO PRINCIPAL.



PURCHASE AUTHORIZATION AGREEMENT Viatical Settlement

THIS AGREEMENT made this 22	day of June	19 98 by	and between BENEFICIAL	ASSISTANCE
(hereinaften "Agent") 2111 Van Deman Guiner Fourly Frust Name: 65 W	rec. TTEE	Socies Name:		icipai j.
Address: 13421 N. 436	4 00 H 1031	DOB:		
City/State/Zip: Phushix	_	SSN:	RECEIVED	
Telephone Home: COO2- 843		Work:	JUN Z 4/1998	
			BY:	
1127 114 711		rax:	N. Carlo	3
	RE	CITALS	: "	
WHEREAS, Agent is in the business of qualifying, and purchasing viaticated life	viatical settlements and a insurance policies and a	nd desires to represent Pri Il related death benefits; an	ncipal as Principal's agent f id	or identifying,
WHEREAS, Principal desires Agent to sei Insurance policies and all related death b		or the purpose of identifying	g, qualifying and purchasing	viaticated life
NOW THEREFORE WITNESSETH that is agree as follows:	in consideration of the r	nutual covenants and prom	ises contained herein, Princi	pai and Agent
I. AUTHORIZATION. A. Principal here as agent, for the purpose of identifying, viatical settlements in accordance with these purchasing criteria and instructions.	qualifying, and purchasi he purchasing criteria ar	ng life insurance policles ar id instructions set forth bek	nd all related death benefits ow. Principal hereby approv	in the form of es and adopts
8. The relationship between Principal representatives is in any way acting as an securities representative, investment advi be interpreted as the purchase of life inst	Insurance agent, insurar sor, financial planner, leg urance on Principal or as	nce broker, insurance repressigal advisor or tax advisor. No a security transaction.	entative, securities broker, se o transaction entered into he	cunties dealer, ere under shall
M. PURCHASE CRITERIA AND INSTRI CALL SE de UCRS (550 CHARTERED, VIATICAL TRUST ACCOUNT	occo), via checi	c or money order payable	in U.S. dollars to WILLIA	M R. EVANS,
8. Principal hereby agrees that Agent s meet or exceed the following minimum				ment(s) which
		TERIA		
Amount of Purchase Policy(ies)' insured(s)	Description of Spec must be diagnosed term	Hic Instruction(s) hinally ill with an estimated	Principal & Profits Retuilife expectancy term of	rs Ameunt
S O First Av	allable policy retur	ning from 10% to 48	% S	
\$(48% Return)	48 months; returning		\$	
\$(36% Actum)	☐ 36 months; returning		\$	
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\$ 50 600 (24% Return)	3024 months; returning		\$	
\$	D 16 months; returning		\$	
\$(10% Accum)	3 12 months or less; ret		2	
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2 ≥ c'∞0	TOTALS		\$	
	30,200 3	7/200		

INSTRUCTIONS

Purchase policy(les) issued by top rated insurance company.

Policy(les) must be beyond 2-year contestability period and all Sulcide waiting clauses must be fulfilled.

WILLIAM R. EVANS, CHARTERED, or a visitical company licensed by a state of the United States must be named as Owner of the life insurance policy(ies), in order to trace patient progress, monitor patient medical history, and upon maturity, file death claim(s). In the event a licensed visitical company is named owner, William R. Evans, Chartered shall be designated irrevocable beneficiary.

Purchaser must be named as beneficiary and William R. Evans, Chartered as attorney-in-fact to work directly with the insurance company on the Purchaser's behalf to file certified death certificate, all administrative and collection forms and remit check directly to purchaser or his administrator (qualified funds).

Trustee will pay insurance policy(ies) premiums until actual maturity(ies) out of administration cost withdrawal(s) and/or the Special Trust Account

Send purchaser within one week of each closing, the following information:

- 1. Copy of Absolute Assignment and Beneficiary Change
- Purchaser Summary Page including all the particulars of the settlement, independent medical review, insurance company financial profile, and additional closing documents where appropriate.

XI special instruction(s) Ochmore to be neurosable Living Trust as: Gois M. Gulner Trustee, Gulner Farmily Trust established general 1812

- C. The following appointments and authorization shall not be construed to limit Principal's authorization.
- 1. Principal hereby appoints Agent to (a) enter into Funds Transfer Agreements and instructions to facilitate any viatical settlement entered into on behalf of Principal; (b) file, complete, and record any document(s) reflecting the assignment of benefits with the insurance carrier of any policy and/or death benefit purchased hereunder; and, (c) do any and all other actions on behalf of Principal which may be necessary to facilitate a viatical settlement.
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- 3. Agent is authorized to instruct Trustee to release administration costs, not to exceed 20% of purchase funds, from the purchase deposit at Agent's sole and exclusive discretion.
- 4. Trustee is hereby directed to and shall hereafter comply with any and all directives, requests, and/or instructions communicated to Trustee by Agent unless and until written instructions to the contrary are delivered by Principal to Trustee and Agent. Such written instructions are effective upon actual receipt of same by Trustee and Agent.
- D. The costs and fees for all services provided by Agent pursuant to this Agreement shall be complete and inclusive in the purchase deposit and Principal will not incur costs of any type beyond the amount of the purchase deposit herein. Principal acknowledges that Agent does not make any representations as to what specific amounts will be accepted by any person on the selling side of any viatical settlement, nor as to the specific fee(s) assessed by Agent or by any supporting entity including but not limited to reviewing physicians, laboratories, attorneys and consultants, and/or legal and trust account costs.
- III. PRINCIPAL'S REPRESENTATIONS AND WARRANTIES. A, Principal represents and warrants:
- 1. That Principal is a bona fide resident of the state indicated above and resides at the address indicated above.
- 2. That all data and information provided by Principal in making this Agreement is true and correct.
- That the viatical settlement(s) purchased hereunder are being acquired by Principal solely for the personal ownership of Principal and not for resale, assignment, or distribution to others.
- 4. That Principal does not possess a direct or indirect beneficial interest in any policy or policies purchased hereunder.

IN WITNESS WHEREO	F the undersigned have set their ha	nd and seal the date first written	above.
- Ba	1/ CEAN		CEALL
Principal TIES S	Bulner Family Trust	Principal	(SEAL)
गर्ट नगा	currer tamily irusa	Beneficial Assistance	
•		man t	
Mulue	al (SEAL)	of Woodan	(SEAL)
Agent			
COMPLETE THIS SECT	10N:		
	LIMITED POWER OF AT	TORNEY NON-TAX QUALIFIED	FUNDS
This Limited Power of A attorney may be termin	Attorney shall convey by Purchaser ated at any time by either party by I	NO OTHER AUTHORITY other the Delivered Notice to that effect.	nan as stated hereinafter. This power o
my true and lawful attor file, complete and record or the purchased policy	ney for myself and in my place and dany document reflecting the transf (ies) and/or governmental agencies	stead, and my attorney-in-fact as er of ownership and/or assignmen requiring notification of said trai	nce, its officers, employees and agents a caforesaid is empowered to act for me to nt of benefits with the insurance company nafer and further to complete and file a payment of the death benefit proceeds to
I hereby ratify and affirm	all that my attorney-in-fact has do	ne, shall do, or may cause to be o	done in accordance with the foregoing.
Principal	Date	Principal	Date
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agents as my true and lifer me to file, complete company or the purchas file all necessary docum proceeds to me the ben Assistance, secured by policy(ies) pledged as co	awful attorney for myself and in my and record any document reflecting sed policy(ies) and/or governmental sentation and administrative forms seliciary; due all actions which may the proceeds of any such policy(ies bilateral only.	place and stead, and my attorney the transfer of ownership and/or agencies requiring notification of with the insurance company to be necessary to complete the loa i); to ensure that the note payal	cial Assistance, its officers, employees and y-in-fact as aforesaid is empowered to accurate assignment of benefits with the insurance said transfer and further to complete and effect the payment of the death benefical in transaction documents from Beneficial ble to lender is paid from the insurance done in accordance with the foregoing.
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Date			
		Principal	
		IRA Account #	The state of the s
	REQUIRED ATTA	ACHMENTS AND FINAL STEPS	
Non-Qualified Funds:	1. Purchase Authorization Agree	ment	
Qualified Funds:	1. Purchase Authorization Agree	ment	
	2. Check Payable to Third-Party	Administrator or Request for Fund	is Transfer Form
	Qualified Funds Documents Send via Overnight to Benefic	ial Assistance, 2111 Van Daman (Street, Baltimore, Maryland 21224
	wante tre evening to be believe		and and and the second second or see a
			32860

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- 5. That Principal is sophisticated in financial matters, having either sought professional advice or access to professional advice; and possesses or has access to such knowledge, education and experience in matters related to finances, tax, taxation and business such that Principal is able to evaluate the consideration involved in making viatical settlements in accordance with Section Two Purchasing Criteria and Instructions, and to make a diligent, comfortable, and informed decision with respect thereto.
- 6. That Principal has adequate means of providing for, and the sustaining of, Principal's current financial needs along with all possible and potential personal contingencies; that Principal has no need for liquidity of any purchase made hereunder; that Principal is able to bear the risk that the life span of the viator or one or more of the viatical settlements purchased hereby may exceed the estimated life expectancy as set forth herein; and that Principal is committing to a purchase or purchases hereby which bears a reasonable and prudent relationship to Principal's own net worth.
- 7. That by reason of Principal's business and financial experience, or that of those retained by Principal to advise Principal about such, Principal possesses the capacity to comprehend the purchase(s) authorized hereunder and to protect Principal with respect hereto.
- 8. That the purchase funds deposited pursuant to this Agreement are neither borrowed nor in any way anticipated to be needed during the maximum maturity term selected herein.
- B. Principal acknowledges that Agent has made available to Principal the opportunity to obtain additional information contained in the documents delivered to Principal and to evaluate the merits and risk factors associated with viatical settlements generally and as specified herein.
- C. INDEMNITY AND HOLD HARMLESS. PRINCIPAL FURTHER ACKNOWLEDGES THAT PRINCIPAL HAS READ THIS AGREEMENT AND CLEARLY UNDERSTANDS THE MEANING, DIMENSIONS, AND LEGAL CONSEQUENCES OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND THEREFORE DOES HEREBY, FOR HIMSELF, HIS HEIRS, ASSIGNS, AND REPRESENTATIVES, INDEMNIFY AND HOLD HARMLESS AGENT AND AGENTS PRINCIPALS, AGENTS, REPRESENTATIVES, CONSULTANTS, EMPLOYEES, AND OTHERS ASSOCIATED WITH OR WORKING IN COOPERATION WITH AGENT PURSUANT TO THE AUTHORIZATION CONTAINED HEREIN, FROM ANY AND ALL DAMAGE AND/OR LIABILITY DUE TO OR ARISING DUT OF A BREACH OF ANY REPRESENTATIONS AND/OR WARRANTIES MADE HEREIN.
- IV. NOTICES. All notices required or permitted under this Agreement shall be in writing addressed to recipient as set forth herein or any change thereto noticed hereunder, and shall be deemed delivered upon receipt. Actual receipt shall be inferred when evidenced by Certificate of Mall. The addresses herein may be changed by notice consistent with this provision.
- v. HEADINGS. The headings inserted throughout this Agreement exist solely for convenience and shall not be construed as a part of this Agreement.
- VI. GOVERNING LAW. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Maryland. In any dispute, the prevailing party, in addition to any other recovery, award or settlement, shall be entitled to reasonable costs and expenses, including attorneys fees, whether or not litigation is initiated.
- VIII. AUTHORITY TO ENTER INTO AND BINDING QUALITY OF AGREEMENT. This Agreement, the rights and obligations hereunder, shall inure to the benefit of and be binding upon the parties hereto as well as the successors-in-interest, heirs, assigns, executors and administrators, and representatives of the parties hereto. Each party represents and warrants that it or its representative has the requisite authority to enter into this Agreement.
- IX. RIGHT OF RECISION. PRINCIPAL SHALL HAVE THE UNQUALIFIED RIGHT TO RESCIND OR CANCEL THIS AGREEMENT, IN WHICH EVENT AGENT SHALL RETURN TO PRINCIPAL ALL FUNDS DEPOSITED PURSUANT TO THIS AGREEMENT LESS ANY PORTION OF THE PURCHASE DEPOSIT USED IN, OR NECESSARY TO, THE COMPLETION OF ANY VIATICAL SETTLEMENT CONDUCTED HEREUNDER. RIGHT TO RESCIND OR CANCEL TERMINATES AUTOMATICALLY UPON DESIGNATION OF PRINCIPAL AS IRREVOCABLE BENEFICIARY ON VIATICATED POLICY.

TO RESCIND OF CANCEL THIS AGREEMENT, PRINCIPAL SHALL DELIVER WRITTEN NOTICE OF THE RESCISSION OF CANCELLATION TO AGENT, WHICH NOTICE SHALL BE EFFECTIVE UPON ACTUAL RECEIPT OF SAME BY AGENT. AGENT SHALL HAVE A REASONABLE TIME THEREAFTER TO MAKE AN ACCOUNTING AND RETURN ANY MONIES DUE TO PRINCIPAL.



PURCHASE AUTHORIZATION AGREEMENT Viatical Settlement

THIS AGREEMENT made this	s 4 day of	Dec	y and between BENEFICIAL ASSISTANCE
(hereinafter "Agent"), 2111 Van	Deman Street, Baltim	ore, Maryland 21224, and the follow	wing person (hereinafter "Principal"):
Name: Betty J.	Tetzleff	Spouse Name:	ECOVEN
Address: 7040 W O	11x #11	DOB:	DEC NAMES
City/State/Zip: Pecria.	Az 85345	55N:	A Comment
Telephone Home: 486-	1963 (60	2) Work:	Elon-
DOB: 10 -5- 23	<u> </u>	Fax:	
SSN: 389-22.	-0591		
		RECITALS	sincipal as Dancipal's agent for identifian
qualifying, and purchasing viation	ated life insurance poli	icies and all related death benefits; a	•
WHEREAS, Principal desires Age insurance policies and all related	ent to serve as Principal death benefits.	I's agent for the purpose of identifying	ng, qualifying and purchasing viaticated life
NOW THEREFORE WITNESSET agree as follows:	TH that in consideration	n of the mutual covenants and pro	mises contained herein, Principal and Agent
as agent, for the purpose of ider	ntifying, qualifying, and te with the purchasing	d purchasing life insurance policies a criteria and instructions set forth be	gent, and Agent agrees to represent Principal and all related death benefits in the form of Principal hereby approves and adopts hile acting as Principal's agent hereunder.
representatives is in any way acti securities representative, investm be interpreted as the purchase o	ng as an insurance age ient advisor, financial p if life insurance on Prin	nt, insurance broker, insurance repre planner, legal advisor or tax advisor. pcipal or as a security transaction.	ent and neither Agent nor any of Agent's esentative, securities broker, securities dealer No transaction entered into here under shal
II. PURCHASE CRITERIA AND	INSTRUCTIONS. A.	Principal hereby agrees to deposit t	the sum or Fifty Thousand
and Tão dollars	(\$0,00)	via check or money order payat	ole in U.S. dollars to WILLIAM R. EVANS
CHARTERED, VIATICAL TRUST AC	CCOUNT, 7542 Holabi	ird Ave., Baltimore, Maryland 21222	2.
B. Principal hereby agrees that meet or exceed the following m	Agent shall act as Prir inimum criteria and in	ncipal's agent in the negotiation and structions: (Check desired/appropria	I making of any viatical settlement(s) which the box(s).
		CRITERIA	
Amount of Purchase Policy(les)' in		on of Specific Instruction(s) nosed terminally if with an estimate	Principal & Profits Return Amount d life expectancy term of
\$OR	irst Available poli	cy returning from 10% to 4	8% \$
\$(48%	Return) 348 months	s; returning (x 1.48)	\$
\$(36%	Return) 36 months	s; returning (x 1.36)	\$
\$(30%	Return) 🗇 30 months	s; returning (x 1.30)	\$
\$ 50,000 000	Return) (3-24 month.	s; returning (x 1.24)	S
S	Return) 018 month	s; returning (x 1.18)	\$
\$	Return) 🔲 12 month	s or less; returning (x 1,10)	\$
and cald diana	nele must be from an a	ndependent medical reviewing phys	sician or team of physicians
\$ 50 COC	TOTALS	dechaine it medica teateanid bills	\$
4	1.00 (1.00°)		—

INSTRUCTIONS

Purchase policy(les) issued by top rated insurance company.

Policy(ies) must be beyond 2-year contestability period and all Suicide waiting clauses must be fulfilled.

WILLIAM R. EVANS, CHARTERED, or a viatical company licensed by a state of the United States must be named as Owner of the life insurance policy(ies), in order to trace patient progress, monitor patient medical history, and upon maturity, file death claim(s). In the event a licensed viatical company is named owner, William R. Evans, Chartered shall be designated irrevocable beneficiary.

Purchaser must be named as beneficiary and William R. Evans, Chartered as attorney-in-fact to work directly with the insurance company on the Purchaser's behalf to file certified death certificate, all administrative and collection forms and remit check directly to purchaser or his administrator (qualified funds).

Trustee will pay insurance policy(ies) premiums until actual maturity(ies) out of administration cost withdrawal(s) and/or the Special Trust Account,

Send purchaser within one week of each closing, the following information:

- 1. Copy of Absolute Assignment and Beneficiary Change
- 2. Purchaser Summary Page including all the particulars of the settlement, independent medical review, insurance company financial profile, and additional closing documents where appropriate.

of special instruction(s) 50,000 to be assigned to 4 different policies of 12,500 and 1 Titled in the remark? The Betty J. Tetz loff Trust established Nov 18,1993

- C. The following appointments and authorization shall not be construed to limit Principal's authorization.
- 1. Principal hereby appoints Agent to (a) enter into Funds Transfer Agreements and instructions to facilitate any viatical settlement entered into on behalf of Principal; (b) file, complete, and record any document(s) reflecting the assignment of benefits with the insurance carrier of any policy and/or death benefit purchased hereunder; and, (c) do any and all other actions on behalf of Principa which may be necessary to facilitate a viatical settlement.
- 2. Agent is authorized to instruct Trustee to release purchase funds upon the closing of each viatical settlement.
- 3. Agent is authorized to instruct Trustee to release administration costs, not to exceed 20% of purchase funds, from the purchase deposit at Agent's sole and exclusive discretion.
- 4. Trustee is hereby directed to and shall hereafter comply with any and all directives, requests, and/or instructions communicated to Trustee by Agent unless and until written instructions to the contrary are delivered by Principal to Trustee and Agent. Such written instructions are effective upon actual receipt of same by Trustee and Agent.
- D. The costs and fees for all services provided by Agent pursuant to this Agreement shall be complete and inclusive in the purchas deposit and Principal will not incur costs of any type beyond the amount of the purchase deposit herein, Principal acknowledges that Agent does not make any representations as to what specific amounts will be accepted by any person on the selling side of any viatical settlement, nor as to the specific fee(s) assessed by Agent or by any supporting entity including but not limited to reviewing physiciant laboratories, attorneys and consultants, and/or legal and trust account costs.

III. PRINCIPAL'S REPRESENTATIONS AND WARRANTIES. A. Principal represents and warrants:

- 1. That Principal is a bona fide resident of the state indicated above and resides at the address indicated above.
- 2. That all data and information provided by Principal in making this Agreement is true and correct.
- 3. That the viatical settlement(s) purchased hereunder are being acquired by Principal solely for the personal ownership of Principal and not for resale, assignment, or distribution to others.
- 4. That Principal does not possess a direct or indirect beneficial interest in any policy or policies purchased hereunder.

IN WITNESS WHEREOF	the undersigned have set their his	and and seal the date first writte	en above.
W C Make	Salaff (SEAL)		(SEAL)
Principal V	5 11	Principal	
		Beneficial Assistance	
Agent Roll	(SEAL)	. Ву:	(SEAL)
COMPLETE THIS SECTION	ON:		
	LIMITED POWER OF A	TTORNEY NON-TAX QUALIFI	ED FUNDS
	ttorney shall convey by Purchase ted at any time by either party by		r than as stated hereinafter. This power of
my true and lawful attorn file, complete and record or the purchased policy(ney for myself and in my place and any document reflecting the trans- ies) and/or governmental agencies	d stead, and my attorney-in-fac ster of ownership and/or assignt as requiring notification of said	istance, its officers, employees and agents as it as aforesaid is empowered to act for me to ment of benefits with the insurance company transfer and further to complete and file all the payment of the death benefit proceeds to
I hereby ratify and affirm	all that my attorney-in-fact has de	one, shall do, or may cause to b	be done in accordance with the foregoing.
Protect T	Tota 0 06 122	Gr.	
Principal	Date	Principal	Date
	LIMITED POWER	OF ATTORNEY QUALIFIED FL	INDS
This special power of atte	orney shall convey by Purchaser N Inated at any time by either party	O OTHER AUTHORITY OTHER To by Delivered Notice to that effe	THAN AS STATED HEREINAFTER. This power
agents as my true and la for me to file, complete a company or the purchase file all necessary docume proceeds to me the bene Assistance, secured by to policy(ies) pledged as co	wful attorney for myself and in mand record any document reflectioned policy(ies) and/or governmenta entation and administrative forms efficiary; due all actions which mathe proceeds of any such policy(illateral only.	y place and stead, and my attor g the transfer of ownership and, al agencies requiring notification s with the insurance company y be necessary to complete the es); to ensure that the note p	neficial Assistance, its officers, employees and mey-in-fact as aforesaid is empowered to activor assignment of benefits with the insurance of said transfer and further to complete and to effect the payment of the death benefit loan transaction documents from Beneficial ayable to lender is paid from the insurance
I hereby ratify and affirm	all that my attorney-in-fact has d	ione, shall do, or may cause to	be done in accordance with the foregoing.
Date		Principal	
		IRA Account #	·
	REQUIRED AT	TACHMENTS AND FINAL STEPS	5
Non-Qualified Funds:	1. Purchase Authorization Agn	ecment	
Qualified Funds:	3. Qualified Funds Documents	ty Administrator or Request for I	Funds Transfer Form nan Street, Baltimore, Maryland 21224

- 5. That Principal is sophisticated in financial matters, having either sought professional advice or access to professional advice; and possesses or has access to such knowledge, education and experience in matters related to finances, tax, taxation and business such that Principal is able to evaluate the consideration involved in making viatical settlements in accordance with Section Two Purchasing Criteria and Instructions, and to make a diligent, comfortable, and informed decision with respect thereto.
- 6. That Principal has adequate means of providing for, and the sustaining of, Principal's current financial needs along with all possible and potential personal contingencies; that Principal has no need for liquidity of any purchase made hereunder; that Principal is able to bear the risk that the life span of the viator or one or more of the viatoral settlements purchased hereby may exceed the estimated life expectancy as set forth herein; and that Principal is committing to a purchase or purchases hereby which bears a reasonable and prudent relationship to Principal's own net worth.
- 7. That by reason of Principal's business and financial experience, or that of those retained by Principal to advise Principal about such, Principal possesses the capacity to comprehend the purchase(s) authorized hereunder and to protect Principal with respect hereto.
- 8. That the purchase funds deposited pursuant to this Agreement are neither borrowed nor in any way anticipated to be needed during the maximum maturity term selected herein.
- **B.** Principal acknowledges that Agent has made available to Principal the opportunity to obtain additional information contained in the documents delivered to Principal and to evaluate the merits and risk factors associated with viatical settlements generally and as specified herein.
- C. INDEMNITY AND HOLD HARMLESS. PRINCIPAL FURTHER ACKNOWLEDGES THAT PRINCIPAL HAS READ THIS AGREEMENT AND CLEARLY UNDERSTANDS THE MEANING, DIMENSIONS, AND LEGAL CONSEQUENCES OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND THEREFORE DOES HEREBY, FOR HIMSELF, HIS HEIRS, ASSIGNS, AND REPRESENTATIVES, INDEMNIFY AND HOLD HARMLESS AGENT AND AGENTS PRINCIPALS, AGENTS, REPRESENTATIVES, CONSULTANTS, EMPLOYEES, AND OTHERS ASSOCIATED WITH OR WORKING IN COOPERATION WITH AGENT PURSUANT TO THE AUTHORIZATION CONTAINED HEREIN, FROM ANY AND ALL DAMAGE AND/OR LIABILITY DUE TO OR ARISING OUT OF A BREACH OF ANY REPRESENTATIONS AND/OR WARRANTIES MADE HEREIN.
- IV. NOTICES. All notices required or permitted under this Agreement shall be in writing addressed to recipient as set forth herein or any change thereto noticed hereunder, and shall be deemed delivered upon receipt. Actual receipt shall be inferred when evidenced by Certificate of Mail. The addresses herein may be changed by notice consistent with this provision.
- **V. HEADINGS.** The headings inserted throughout this Agreement exist solely for convenience and shall not be construed as a part of this Agreement.
- VI. GOVERNING LAW. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Maryland. In any dispute, the prevailing party, in addition to any other recovery, award or settlement, shall be entitled to reasonable costs and expenses including attorneys fees, whether or not litigation is initiated.
- VIII. AUTHORITY TO ENTER INTO AND BINDING QUALITY OF AGREEMENT. This Agreement, the rights and obligations hereunder, shall inure to the benefit of and be binding upon the parties hereto as well as the successors-in-interest, heirs, assigns executors and administrators, and representatives of the parties hereto. Each party represents and warrants that it or its representative has the requisite authority to enter into this Agreement.
- IX. RIGHT OF RECISION. PRINCIPAL SHALL HAVE THE UNQUALIFIED RIGHT TO RESCIND OR CANCEL THIS AGREEMENT IN WHICH EVENT AGENT SHALL RETURN TO PRINCIPAL ALL FUNDS DEPOSITED PURSUANT TO THIS AGREEMENT LESS ANY PORTION OF THE PURCHASE DEPOSIT USED IN, OR NECESSARY TO, THE COMPLETION OF ANY VIATICAL SETTLEMENT CONDUCTED HEREUNDER. RIGHT TO RESCIND OR CANCEL TERMINATES AUTOMATICALLY UPOF DESIGNATION OF PRINCIPAL AS IRREVOCABLE BENEFICIARY ON VIATICATED POLICY.

TO RESCIND OR CANCEL THIS AGREEMENT, PRINCIPAL SHALL DELIVER WRITTEN NOTICE OF THE RESCISSION OR CANCELLATION TO AGENT, WHICH NOTICE SHALL BE EFFECTIVE UPON ACTUAL RECEIPT OF SAME BY AGENT. AGENT SHALL HAVE A REASONABLE TIME THEREAFTER TO MAKE AN ACCOUNTING AND RETURN ANY MONIES DUE TO PRINCIPAL.

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RISK FACTORS

Prospective purchasers of viaticated life insurance policies and related death benefits should consider the following factors, together with all other written information provided by BA. in determining whether to purchase a viaticated policy and related death benefit.

- 1. Actual lifespan may exceed estimated life expectancy. The amount of the death benefits to be received by the purchaser is fixed, but the amount of time before the benefit is paid depends upon the actual lifespan of the viator. Estimating life expectancy, even for the terminally ill, is an inherently subjective process. The actual lifespan of the viator may be affected by numerous factors, including medical advances. Accordingly, the viator's actual lifespan may be shorter or longer than the estimated life expectancy upon which the purchase price of the policy was based. If longer, the annual rate of return received by the purchaser will be less than if the actual lifespan of the viator were equal to or less than the estimated life expectancy. In addition, an actual lifespan that exceeds the estimated life expectancy may trigger premium payment obligations on the part of the purchaser (See below).
- 2. The estimated life expectancy may be based upon a misdiagnosis. Although BA believes that the independent physicians with whom BA has contracted to review the medical records of the viator are well-qualified, a risk exists of a misdiagnosis of the viator's condition. The physicians retained by BA to estimate life expectancies are independent contractors and BA is not responsible for any errors made by such physicians in determining estimated life expectancies.
- 3. Possible obligation to pay premiums. Premiums on any viaticated policy will be prepaid for 1 year past the projected life expectancy. In addition, the premium fund may contain excess funds from premiums which are not totally utilized for a specific policy. These excess premiums will be utilized for policies that may exceed their life expectancy. If the viator lives longer than the period for which premiums are prepaid, the purchaser may be required to pay the premiums in order to keep the policy in force. The failure to continue to pay premiums could cause the policy to lapse, in which case the purchaser would not receive any death benefit and would lose his or her entire purchase.
- 4. Lack of liquidity. There is no established market for selling viatical settlements accordingly, viatical settlements are illiquid and funds used to purchase a viatical settlement will probably be unavailable to the purchaser until the viator dies.
- 5. Insolvency risk. There is a possibility that the insurance company that issued the viaticated policy may become unable to meet its obligations to policyholders. Many states have established guaranty funds to pay the obligations of failed insurance companies. However, there is a remote risk that an insurance company will fail under circumstances in which no state guaranty fund is available to pay its obligations. In that event, purchasers of viaticated polices from that insurance company may fail to receive all or part of the death benefit.
- 6. BA does not provide tax advice. The purchase of viaticated life insurance policies and related death benefits may have federal or state tax consequences for the purchaser. BA does not provide tax advice and no agent or representative of BA is authorized to provide tax advice to prospective purchasers of policies. Prospective purchasers are urged to contact their own tax advisors for guidance concerning the possible tax implications of a purchase of a viaticated policy.

PRODUCER AGREEMENT

THIS PRODUCER AGREEMENT made thisday of in the year of 19, by and between BENEFICIAL ASSISTANCE, INC., of 1818 Pot Spring Road, Suite 114, Timonium. MD 21093, and
Name: (Note: Corporations and other Business entities must be on a separate AGREEMENT from individuals).
Street Address:
Mailing Address (if different):
City, State & Zip Code:
Home Phone: ()/
whose Social Security Number (Fed. ID) is and Date of Birth is:;
whose Sex is; being originally born in the place of (City, State:)
(Name Producer goes by:)
NOW THEREFORE WITNESSETH, THAT IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, BENEFICIAL ASSISTANCE, INC. AND PRODUCER AGREE AS FOLLOWS:
1. Agreement To Continue Perpetually. This Agreement will continue perpetually until it is terminated in accordance with its terms. Either the Producer or Beneficial Assistance, Inc. may terminate this Agreement at any time with or without cause. Termination shall be effective immediately upon the mailing of written notice thereof. This Agreement shall automatically terminate upon the death of the Producer.
2. Fax Transmission Permission Producer, by entering Producer's Fax Telephone number here, (, and signing below, does hereby grant Beneficial Assistance, Inc. permission to transmit fax advertising, flyers, brochures, informational updates, contracts, forms, etc., to Producer at will from Beneficial Assistance, Inc. for Beneficial Assistance, Inc. customers, clients, affiliated companies, employees, consultants, etc.
1. Independent Contractor and Scope of Authority and Responsibilities of Producer The Producer is an independent contractor and is free to contract with other companies and conduct other business at any time during the term of this Agreement. There is nothing herein to be construed as creating or maintaining an employeremployee relationship. Producer is hereby granted revocable permission to solicit and take orders for all programs, products and/or services offered by Beneficial Assistance, Inc Beneficial Assistance, Inc. reserves the right in its sole discretion to decline to accept any order(s) solicited or taken by Producer and to discontinue sale or offering of any item of its programs, products and/or services, at any time, without prior notice to anybody; or to allocate such programs, products and/or services during possible periods of shortages, without incurring any liability whatsoever to the Producer for payment of compensation or to Producer's customers (buyers/clients) for any guaranteed returns. Beneficial Assistance, Inc. further reserves the right to cancel and refund any order received, either in whole or part, without incurring any liability whatsoever to the Producer for payment of compensation or to Producer's customers (buyers/clients) for any guaranteed returns. Decisions as to the Producer's customer suitability shall be made solely by Beneficial Assistance, Inc
Producer will wait until receiving in writing from Beneficial Assistance, Inc. permission to use any and all promotional materials prior to actual employment of such materials by Producer, including, but not limited to business cards, flyers, newspaper ads, television commercials, radio JAN-17-2002 17:56
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, and signing below, does hereby grant Beneficial Assistance,

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Inc. for Beneficial Assistance, Inc. and/or Beneficial Assistance, Inc. customers, clients, affiliated companies, employees, consultants, etc. Inc. permission to transmit fax advertising, flyers, brochures, informational updates, contracts, forms, etc., to Producer at will from Beneficial Assistance,

permission to solicit and take orders for all programs, products and/or services offered by Beneficial Assistance, Inc., Peneficial Assistance, Inc., reserves Agreement. There is nothing herein to be construed as creating or maintaining an employer-employee relationship. Producer is hereby granted revocable The Producer is an independent contractor and is free to contract with other companies and conduct other business at any time during the term of this 3. Independent Contractor and Scope of Authority and Responsibilities of Producer guaranteed returns. Beneficial Assistance, Inc. further reserves the right to cancel and refund any order received, either in whole or part, without incurring shortages, without incurring any liability whatsoever to the Producer for payment of compensation or to Producer's customers (buyers/clients) for any products and/or services, at any time, without prior notice to anybody; or to allocate such programs, products and/or services during possible periods of the right in its sole discretion to decline to accept any order(s) solicited or taken by Producer and to discontinue sale or offering of any item of its programs, any liability whatsoever to the Producer for payment of compensation or to Producer's customers (buyers/clients) for any guaranteed returns. Decisions as

to the Producer's customer suitability shall be made solely by Beneficial Assistance, Inc.. Producer will wait until receiving in writing from Beneficial Assistance, Inc. permission to use any and all promotional materials prior to actual employment of such materials by Producer, including, but not limited to business cards, flyers, newspaper ads, television commercials, radio commercials, public announcements made through any media, tri-folds, hand-out forms, proposals, computer software, etc.

collected, regardless of form of payment, must be made payable as designated by Beneficial Assistance, Inc. Producer may collect monies related to sales generated by Producer of Beneficial Assistance, Inc. programs, products and/or services, and such monies funds any monies collected on behalf of Beneficial Assistance, Inc., but will immediately transmit all monies collected to Beneficial Assistance, Inc., behalf of Beneficial Assistance, Inc. in the capacity of a trustee. Producer will under no circumstances make any personal use of or mingle with personal

employed by Producer for any reason, whatsoever, and shall indemnify Beneficial Assistance, Inc. against any injuries, actions or proceedings, arising from Producer is solely responsible for the hiring, compensation, termination and all other matters relating to any persons, firms, companies or corporations the employment of such persons or business entities.

bulletins that my be issued from time-to-time by Beneficial Assistance, Inc. and/or is authorized agents. Failure to do so will, at the discretion of Beneficial Producer will maintain a good reputation in the community served. Producer hereby agrees to comply with all contract regulations, guidelines or field Assistance, Inc., result in the termination of this Agreement for "cause". The Producer is responsible for becoming familiar with all contract regulations,

as well as all other rules, regulations and guidelines published by Beneficial Assistance, Inc.. regulations governing the business, programs, products and services promulgated and offered by Beneficial Assistance, Inc., Producer's failure to so strictly Producer further agrees that producer will comply strictly with this Agreement; will comply strictly with all federal, state, and local laws, ordinance and

comply with any of the foregoing, without limitation, is cause for termination of this Agreement.

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